

HONORABLE MICHELLE L. PETERSON

THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

COASTAL TRANSPORTATION, INC., a
Washington corporation,

Plaintiff,

vs.

EAST WEST SEAFOODS L.L.C., a Washington
limited liability company,

Defendant.

Case No.: 2:17-cv-01555-MLP

JOINT PRETRIAL STATEMENT

JURISDICTION

Jurisdiction is vested in this court as follows:

Each of the claims of the parties presents a claim of admiralty and maritime jurisdiction under 28 U.S.C. § 1333, and within the meaning of Fed. R. Civ. P. 9(h). Plaintiff is located in this district and Defendant does business in this district.

CLAIMS AND DEFENSES

A. The Plaintiff will pursue at trial the following claim:

1. Plaintiff will pursue its claim for unpaid freight charges against Defendant in the amount of \$20,366.04, consisting of charges of \$354.13 for Invoice #IN018161,

1 \$868.00 for Invoice #IN018162, \$300.00 for Invoice #IN018437, \$16,880.22
2 remaining outstanding under Invoice #IN018438, \$760.02 for Invoice #IN018721,
3 and \$1,203.67 for Invoice #IN018843. Of these invoices, Defendant admits it was
4 consignee for all of the foregoing except Invoice #IN018438.
5

6 2. For interest, reasonable attorney fees, and costs incurred in pursuing this action.

7 **B. The Defendant will pursue at trial the following affirmative defenses:**

8 1. Defendant never agreed to be bound by the terms of the contract between Hoppe and
9 Coastal. Hoppe ordered and paid for the bait shipped. Defendant became an
10 accommodation bailee for Hoppe.

11 2. Plaintiff charged Defendant's principal's credit card for services not provided to
12 Defendant or Defendant's principal.
13

14 **C. The Defendant will pursue at trial the following claim:**

15 1. Defendant will pursue payment of Coastal's erroneous charges on Defendant's
16 principal's credit card plus interest.

17 2. For reasonable attorney fees, and costs incurred in defending this action.

18 3. Invoice #IN018438 is for the shipment of bait and misc. items from Seattle to Alaska.
19 Fisherman Todd Hoppe ("Hoppe") ordered the transportation provided by Plaintiff.

20 4. Hoppe separately negotiated with Plaintiff for the shipments and, more importantly,
21 paid for the shipping, directly.
22

23 5. Defendant acted as the accommodation bailee who received the bait on behalf of the
24 Hoppe. Defendant had no part in the contract.

25 6. Plaintiff then charged Defendant's principal's credit card for shipping charges for
26 which it was not liable.

7. Defendant did use Plaintiff to ship some meat to Alaska. However, the meat was never delivered. For some reason Plaintiff always shipped it to a place where East West could not take delivery. The cost of the meat that was lost is over \$5,000.00.

D. The Plaintiff will contest the Counterclaim of Defendant.

1. Plaintiff contends that all credit card charges to Defendant's card were appropriate.

ADMITTED FACTS

None.

ISSUES OF LAW

The following are the issues of law to be determined by the court:

A. Proposed by Plaintiff

1. What are the obligations of a consignee and shipper for freight charges?

B. Proposed by Defendant

1. Is a person who does not sign a contract liable for shipping charges when its only role is to take delivery of the shipper's goods and store them for the shipper?
2. Can a person be liable on a contract it did not sign?
3. When a shipper ships meat through a shipping company, because of failures of the shipping company, is the shipper liable for shipping charges for the never-delivered goods?

WITNESSES

A. PLAINTIFF'S WITNESSES

Will Testify

Witness	
1.	Mr. Titshing (Matt) Yip Care of Plaintiff's Counsel

Mr. Yip will testify as to the documentation, billing, credit, and business practices of Plaintiff and his communications with Mr. Tsabouris, Defendant's principal, and Todd Hoppe.

Witness

2. **Mr. Jerome P. (JP) Amo**
Care of Plaintiff's Counsel

Mr. Amo will testify as to the documentation, billing, credit, and business practices of Plaintiff and his communications with Mr. Tsabouris, Defendant's principal, and Todd Hoppe.

3. **Chris Tsabouris**
Care of Defendant's Counsel

Mr. Tsabouris will testify relating to his shipments of cargo with Plaintiff in 2017.

B. DEFENDANT'S WITNESSES

Will Testify

Witness

1. **Chris Tsabouris**
Care of Defendant's Counsel

Mr. Tsabouris will testify as to agreements, breaches, etc.

2. **Todd Hoppe**
907-299-2045; hoppeent@gmail.com

Mr. Hoppe will testify as to his agreement with Plaintiff, his payments, and in general the statements included in his declaration.

EXHIBITS

The following exhibits may be received in evidence, if otherwise admissible, without further authentication, it being admitted that each is what it purports to be:

A. JOINT EXHIBITS:

No.	Description	Admissibility Agreed	Authenticity or Admissibility Denied (State Reasons)
1	Coastal Transportation, Inc.'s Complaint dated October 20, 2017.	✓	
2	East West Seafoods L.L.C.'s Answer and Counterclaim dated January 10, 2017.	✓	
3	Coastal Invoice #17038 in the amount of \$2,616.87 dated Feb. 17, 2017.	✓	

No.	Description	Admissibility Agreed	Authenticity or Admissibility Denied (State Reasons)
4	Coastal Bill of Lading BK 2216 dated Feb. 17, 2017.		No proof Defendant received or signed it.
5	Coastal Invoice #17039 in the amount of \$8,251.59 dated Feb. 17, 2017.	✓	
6	Coastal Bill of Lading BK 2216-A dated Feb. 17, 2017.		No proof Defendant received or signed it.
7	Coastal Invoice #17040 in the amount of \$8,251.59 dated Feb. 17, 2017.	✓	
8	Coastal Bill of Lading BK 2216-B dated Feb. 17, 2017.		No proof Defendant received or signed it.
9	Brown Line Invoice #INV213676 dated February 17, 2017.		No proof Defendant received or signed it.
10	Brown Line Invoice #INV213503 dated February 17, 2017.	✓	
11	Coastal Record for \$10,000 payment dated February 17, 2017.	✓	
12	Coastal Record for credit card charge \$8,251.59 dated March 21, 2017.	✓	
13	Coastal Record for credit card charge \$868.46 dated March 21, 2017.	✓	
14	Coastal Bill of Lading BK 4378 dated April 15, 2017.		No proof Defendant received or signed it.
15	Coastal Bill of Lading BK 4406 dated April 15, 2017.		No proof Defendant received or signed it.
16	Coastal Bill of Lading BK 4409 dated April 15, 2017.		No proof Defendant received or signed it.
17	Coastal Record for \$15,000 payment dated April 17, 2017.	✓	
18	Coastal Bill of Lading BK 4544 dated April 18, 2017.	✓	
19	Coastal Invoice #18161 in the amount of \$354.13 dated April 19, 2017.	✓	
20	Coastal Bill of Lading BK 4565 dated Feb. 25, 2017.	✓	

No.	Description	Admissibility Agreed	Authenticity or Admissibility Denied (State Reasons)
21	Coastal Invoice #18162 in the amount of \$868 dated April 19, 2017.	✓	
22	Coastal Invoice #18437 in the amount \$300 dated April 19, 2017.	✓	
23	Coastal Invoice #18438 in the amount of \$31,880.22 dated April 28, 2017.	✓	
24	Coastal Bill of Lading BK 5117 dated May 17, 2017.		No proof Defendant received or signed it.
25	Coastal Bill of Lading BK 5118 dated May 17, 2017.		No proof Defendant received or signed it.
26	Coastal Bill of Lading BK 5119 dated May 17, 2017.		No proof Defendant received or signed it.
27	Coastal Bill of Lading BK 5120 dated May 17, 2017.		No proof Defendant received or signed it.
28	Coastal Invoice #18721 in the amount of \$760.02 dated May 17, 2017.	✓	
29	Coastal Invoice #18843 in the amount of \$1,203.67 dated May 19, 2017.	✓	
30	Coastal Bill of Lading BK 5009 dated May 5, 2017.		Agree that it is a business record but no indication of who wrote on it.
31	Coastal Statement dated September 20, 2017.	✓	
32	Coastal email to Hoppe dated May 5, 2017	✓	
33	Coastal email to East West dated Sept 20, 2017	✓	
34	Thoreen letter to Casperson, dated Nov 15, 2017		408; Hearsay

ACTION BY THE COURT

- a. This case is scheduled for trial (without a jury) on November 18, 2019 at 9:00 a.m.
- b. Trial is scheduled for ____ days.
- c. Trial briefs shall be submitted to the court on or before November 8, 2019.

1 This order has been approved by the parties as evidenced by the signatures of their counsel.
2 This order shall control the subsequent course of the action unless modified by a subsequent order.
3 This order shall not be amended.

4 DATED this _____ day of _____, 2019.

7 _____
Honorable Michelle L. Peterson
United States District Court Judge

9 FORM APPROVED:

10 *Attorneys for Plaintiff*

Attorneys for Defendant

11 HOLMES WEDDLE & BARCOTT, P.C.

THE LAW OFFICE OF MARC S. STERN

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By: s/ Marc S. Stern

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